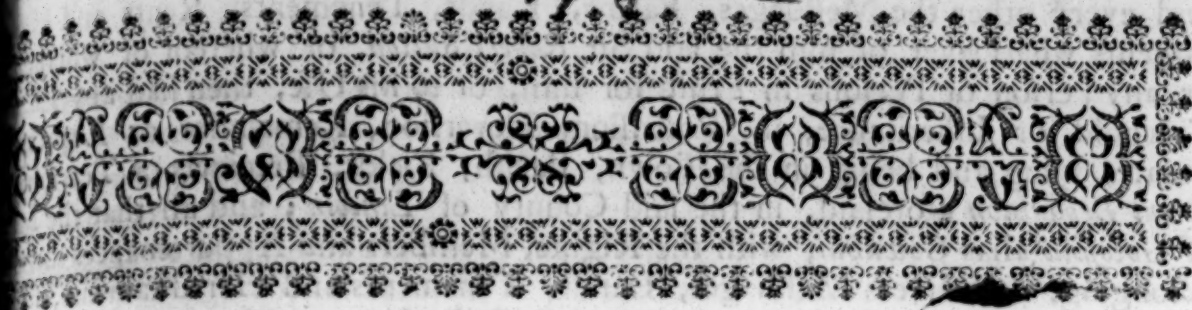


[1]

212. R. 5
36

Read 23 Feb. 1744 in Lords
Enacted 17 Geo. II. Private Act, c. 26



AN ACT for Vesting the settled Estate of Sir Robert Sutton, in the County of Nottingham, in Trustees, to be sold for discharging several Mortgages and Incumbrances, and for laying out the Surplus of the Money arising by such Sale in the Purchase of other Lands, to be settled together with his Estate in the County of Lincoln, to the Uses therein mentioned.



Whereas by Indentures of Lease and Release, bearing Date ~~respectively~~ the Fourth and Fifth Days of December One thousand Seven hundred and Twenty-four, the Release being Tripartite, and made or mentioned to be made between the Right Honourable Sir Robert Sutton, Knight, one of his Majesty's most Honourable Privy Council, of the First Part; the Right Honourable Judith Countess Dowager of Sunderland, then Widow and Relict of the Right Honourable Charles Earl of Sunderland, deceased, of the Second Part; the Right Honourable John Lord Delawar, the Honourable Daniel Maltene, Esquire, since deceased, and Christian Cole, of the Parish of Saint James, Westminster, in the County of Middlesex, Esquire, of the Third Part, in Consideration of a Marriage then intended, and which soon after took Effect, and was solemnized, between the said Sir Robert Sutton and Judith Countess Dowager of Sunderland, and for other Considerations in the said Indenture of Release mentioned, All that the Manor or Lordship of Brent Broughton, in the County of Lincoln, with the Rights, Members and Appurtenances thereof, and divers Messuages, Farms, Lands,

Lands, Tenements and Hereditaments, situate, lying and being in *Brent Broughton* in the County of *Lincoln*, therein particularly mentioned and described; and every other the Messuages, Farms, Lands, Tenements, Rents and Hereditaments whatsoever of him the said *Sir Robert Sutton*, or whereof or wherein he or any Person or Persons in Trust for him, or to his Use, then had any Estate of Freehold or Inheritance, in Possession, Reversion, Remainder or Expectancy situate, lying and being in the Town, Parish, Fields, Precincts or Territories of *Brent Broughton* aforesaid, in the said County of *Lincoln*; and all that the Manor of *Gowshill* alias *Gowxhill*, with the Rights, Members and Appurtenances thereunto belonging, and divers Messuages, Lands, Tenements and Hereditaments, situate, lying and being in *Gowshill* alias *Gowxhill*, *Dale Thornton*, *Thornton Curtis*, *Halton East-Halton*, *Ulceby*, and *Killingholme*, therein particularly mentioned and described, and all and every other the Manors, Messuages, Lands, Farms, Tithes, Tenements, Rents and Hereditaments whatsoever of him the said *Sir Robert Sutton*, or whereof or wherein he, or any Person or Persons in Trust for him, and to his Use, then had any Estates of Freehold or Inheritance in Possession, Reversion, Remainder or Expectancy, situate, lying and being in the Towns, Fields, Parishes, Precincts or Territories of *Gowshill* alias *Gowxhill*, *Dale Thornton*, *Thornton Curtis*, *Halton East-Halton*, *Ulceby*, and *Killingholme*, every or any of them, in the said County of *Lincoln*; and all those inclosed Grounds of Meadow or Pasture Ground, and Feudal Grounds, lying in *Auber* and *Bassingham*, or one of them, in the said County of *Lincoln*, and divers Messuages, Farms, Lands, Tenements and Hereditaments situate, lying and being in *Aubrough* alias *Auburn* alias *Aubur*, *Bassingham*, *Edlington*, *Thimbleby* alias *Thymelby*, *Poleham* alias *Poolham*, *Bagmoor*, *Skellingthorpe*, *Brandon*, *Hough*, and *Gavelfston* alias *Gelfston*, in the said County of *Lincoln*; and all and every other the Messuages, Farms, Lands, Tenements, Rents and Hereditaments whatsoever of him the said *Sir Robert Sutton*, or whereof or wherein he or any Person or Persons in Trust for him, or to his Use, then had any Estate of Freehold or Inheritance in Possession, Reversion, Remainder or Expectancy, situate, lying, being, coming, growing, renewing or arising in or within the Towns, Parishes, Fields, Precincts or Territories of *Aubrough* alias *Auburn* alias *Auber*, *Bassingham*, *Edlington*, *Thimbleby* alias *Thymelby*, *Poleham* alias *Poolham*, *Bagmoor*, *Skellingthorpe*, *Brandon*, *Hough*, and *Gavelfston* alias *Gelfston*, every or any of them in the said County of *Lincoln*, with their and every of their Rights, Royalties, Members and Appurtenances, (except the Advowson, Right of Patronage and Presentation to the Church of *Brent Broughton* aforesaid) were conveyed, settled, limited and assured, to the Use of the said *Sir Robert Sutton*, and his Assigns, for his Life, without Impeachment of Waste; and after his Decease, to the Use of the said *Judith Countess Dowager of Sunderland*, and her Assigns, for her Life, in full of her Jointure, and in bar of her Dower; and immediately after the Decease of the Survivor of them the said *Sir Robert Sutton* and *Judith Countess Dowager of Sunderland*, to the Use of the said *Sir Robert Sutton*, his Heirs and Assigns for ever: In which said Indenture Tripartite, the said *Sir Robert Sutton* did covenant, that the Premises thereby granted and released were free and clear from all Incumbrances done or committed by him or any Person or Persons lawfully claiming or to claim by, from or under him, except one Mortgage made to *Sir John Newton*, Baronet, of Part of the Premises in *Brent Broughton* aforesaid, for securing to him, his Executors, Administrators or Assigns, the Sum of Two thousand Pounds Sterling, and Interest for the same, after the Rate of Five Pounds *per Centum per Annum*; and one Mortgage made of other Part of the Premises in *Brent Broughton* aforesaid, unto *Sarah Ridley*, Widow, for securing to her, her Executors, Administrators or Assigns, the Payment of the Sum of One thousand Pounds Sterling, and Interest for the same, after the Rate of Five Pounds *per Centum per Annum*; and the said *Sir Robert Sutton* did covenant that he would, within Six Months next ensuing the Date thereof, pay, satisfy and discharge the said principal Sums of Two thousand Pounds, and One thousand

Pounds, so secured by the said Two Mortgages, and all Interest attending the same respectively, and cause the several Terms made for securing the said several Sums respectively, to be assigned in order to attend the Inheritance of the same Premises, as the same stood limited by the said recited Indenture Tripartite; and would at all times from thenceforth save, keep harmless, and indemnify, all and every the Manors, Messuages, Lands and Hereditaments thereby granted and released, and every Part and Parcel thereof, of, from and against the said several Mortgages, and all Entries, Forfeitures and Foreclosures, that the same could or might be liable to, or affected by, for or by reason of the Nonpayment of the Principal and Interest thereby respectively secured:

And whereas by Indentures of Lease and Release, bearing Date respectively the Eighteenth and Nineteenth Days of *November* One thousand Seven hundred and Thirty-one, the Release made between the said Sir *Robert Sutton*, of the one Part; and the Right Honourable *Charles* then Earl of *Sunderland*, the said *John Lord Delawar*, Sir *John Stanley*, Baronet, and the said *Christian Cole*, of the other Part; reciting, that upon the Intermarriage of the said Sir *Robert Sutton* and *Judith* Countess Dowager of *Sunderland*, a competent Provision was intended to be made upon the Children of the said Marriage, if any such should happen; but by reason of the Incertainty of such Issue, the said intended Provision could not, at such time, be so conveniently ascertained; and also reciting the Settlement herein before recited, and that the said Marriage was soon after had and solemnized, and that there had been Issue of the said Marriage, several Children, ~~Three of which were~~ then living, *videlicet*, *Isabella*, *Robert*, and *John*; but that no Provision had been made for any of the Issues of the said Marriage, according to the Intention of the Parties, at the Time of the said Marriage; and that the said Sir *Robert Sutton* was willing and desirous, that the Premises comprised in the Marriage-settlement should, after the Decease of the Survivor of them the said Sir *Robert Sutton* and *Judith* Countess of *Sunderland*, be settled as a Provision for the said Children, in such manner as is therein after-mentioned, limited and declared; and also reciting, that the said Sir *Robert Sutton* had signified frequently to *Richard Sutton* his Brother, his Inclinations to settle his Estate upon him, and his Children, in case of Failure of the Issues of his own Body; it is witnessed, that for the Considerations aforesaid, and in Consideration of Ten Shillings therein mentioned to be paid to the said Sir *Robert Sutton*, by the said *Charles* Earl of *Sunderland*, *John Lord Delawar*, Sir *John Stanley*, and *Christian Cole*, he the said Sir *Robert Sutton* did grant, release and convey unto the said *Charles* Earl of *Sunderland*, *John Lord Delawar*, Sir *John Stanley*, and *Christian Cole*, and their Heirs, the said Manors of *Brent Broughton*, and *Gowxbill* alias *Gowxbill*, and all and every the Messuages, Lands, Tenements, Hereditaments and Premises comprised in, and settled, conveyed and assured by the said first recited Settlement, with their and every of their Appurtenances, to hold unto the said *Charles* Earl of *Sunderland*, *John Lord Delawar*, Sir *John Stanley*, and *Christian Cole*, their Heirs and Assigns, to the Use of the said Sir *Robert Sutton*, and his Assigns, for Life, without Impeachment of Waste; and after the Determination of that Estate, to the Use of Trustees, and their Heirs, during his Life, in Trust to preserve the contingent Remainders; and from and immediately after the Decease of the said Sir *Robert Sutton*, to the Use of the said *Judith*, then the Wife of the said Sir *Robert Sutton*, for her Life, for her Jointure; and from and after the Decease of the Survivor of them the said Sir *Robert Sutton* and *Judith* his Wife, to the Use of *Robert Sutton*, their eldest Son, for his Life; and after his Decease, to the Use of his First and every other Son successively in Tail Male; and in Default of such Issue, to the Use of the said *John Sutton*, then youngest Son of the said Sir *Robert Sutton*, on the Body of the said *Judith* his Wife begotten for his Life, without Impeachment of Waste; and after the Determination of that Estate, to the Use of Trustees, and their Heirs, during the Life of the said *John Sutton*, in Trust to preserve the contingent Remainders; and after the Decease of the said *John Sutton*, to the Use of his First and any other Son lawfully to be begotten, successively in Tail

Tail Male ; and for want of such Issue, to the Use of *Richard Sutton*, Esquire, Brother of the said *Sir Robert Sutton*, and his Assigns, for his Life ; and from and after the Decease of the said *Richard Sutton*, to the Use of *Robert Sutton*, eldest Son of the said *Richard Sutton*, for his Life, without Impeachment of Waste, with the like Limitation to Trustees, in Trust to preserve the contingent Remainders ; and from and after the Decease of the said *Robert Sutton*, to the Use of his First and every other Son of his Body lawfully to be begotten, successively in Tail Male ; and for Default of such Issue, to the Use of *William Sutton*, Second Son of the said *Richard Sutton*, for his Life, without Impeachment of Waste ; and after his Decease, to the Use of the First and every other Son of his Body lawfully to be begotten, successively in Tail Male ; and for want of such Issue, to the Use of *John Sutton*, Third Son of the said *Richard Sutton*, for his Life ; and after his Decease, to the Use of the First and every other Son of his Body lawfully to be begotten, successively in Tail Male ; and for want of such Issue, to the Use of *Richard Sutton* the younger, Fourth Son of the said *Richard Sutton* the Father, for his Life, without Impeachment of Waste, with the like Limitation to Trustees, to preserve the contingent Remainders ; and after the Decease of the said *Richard Sutton* the younger, to the Use of the First and every other Son of his Body lawfully to be begotten, successively in Tail Male ; and for want of such Issue, to the Use of the said *Sir Robert Sutton*, his Heirs and Assigns for ever : In which last recited Indenture of Release, is contained a Power for the said *Robert Sutton*, and *John Sutton*, the then Two Sons of the said *Sir Robert Sutton*, to limit Jointures to their respective Wives, in such Manner, and under such Conditions and Restrictions, as are therein mentioned ; and also such Power for the said *Robert Sutton* to make Leases, as is therein expressed and provided : And after reciting in the said Settlement, that several other Manors, Lands and Hereditaments of the said *Sir Robert Sutton* were subject to several Mortgages, and that till the same should be discharged, the said *Sir Robert Sutton* could not well fix upon the particular Lands, whereon it might be convenient to charge fitting and suitable Portions for his Daughters and younger Children, he thereby covenanted and agreed with the said *Charles Earl of Sunderland*, *John Lord Delawar*, *Sir John Stanley*, and *Christian Cole*, by good Conveyances and Assurances in the Law, to convey, settle and assure to them, their Executors, Administrators and Assigns, such Part of his Manors, Lands and Hereditaments situate and being in the Counties of *Nottingham* and *Lincoln*, or one of them, as should be of the full and clear yearly Value of One thousand Two hundred Pounds *per Annum*, above Reprizes, for a Term of One thousand Years, upon Trust, by and out of the Rents and Profits, or by Sale or Mortgage of all or any Part of the same Premises, or by all or any of the Ways and Means therein mentioned, to raise and pay for the Portions of *Isabella Sutton* his Daughter, and *John Sutton* then his younger Son, the Sum of Eight thousand Pounds apiece, and Six thousand Pounds apiece for the Portion and Portions of all other the Child and Children of the said *Sir Robert Sutton*, on the Body of the said *Judith Countess of Sunderland* to be begotten, and thereafter to be born, not being Heir at Law to the said *Sir Robert Sutton* ; the said Portions to be paid to the said Child and Children at such Times, and in such Manner, and with such Maintenance in the mean time, until their respective Portions should become payable, as is therein mentioned :

and whereas by Indentures of Lease and Release, bearing Date respectively the Seventh and Eighth Days of *January* One thousand Seven hundred and Thirty-one, and made or mentioned to be made between the said *Sir Robert Sutton*, of the one Part ; and the said *Charles Earl of Sunderland*, *John Lord Delawar*, *Sir John Stanley*, and *Christian Cole*, of the other Part ; the said *Sir Robert Sutton*, in Pursuance and Performance of his Covenant contained in the last recited Indenture of Release, and other the Considerations therein mentioned, did grant, release and convey unto the said *Charles Earl of Sunderland*, *John Lord Delawar*, *Sir John Stanley*,

*Robt Sutton &
John Sutton*

Stanley, and *Christian Cole*, and their Heirs, All that the Manor or Lordship of *Bevall*, in the Parish of *Graysley*, in the County of *Nottingham*, with the Rights, Royalties, Members and Appurtenances thereof; and all that the Rectory impropriate of the Parish Church of *Graysley* aforesaid, with all the Tithes of Corn, Grain, and all other Tithes arising within the same Parish, thereunto belonging; and all that Capital Messuage and Tenement, or Manor-house in *Graysley* aforesaid; and all that Mill called *Beggerly Mill* in the Parish of *Graysley* aforesaid, together with all Yards, Gardens, Edifices, Buildings, Outhouses, Barns, Stables, Lands, Tenements, Meadows, Pastures, Feedings, Commons, and Hereditaments whatsoever, situate, lying and being in the Parish of *Graysley* aforesaid, in the said County of *Nottingham*, and to the said Capital Messuage or Manor-house and Mill belonging, or therewith used or enjoyed, containing together in the Whole, by Estimation, Four hundred and Ninety-eight Acres One Rood and Thirty-four Perches, be the same more or less, then or late in the Tenure or Occupation of *William Saunders*, his Assigns or Undertenants, and rented at the yearly Rent of One hundred and Forty Pounds; and all those Woods, Underwoods and Coppice, situate, lying and being within the said Manor of *Bevall* and Parish of *Graysley* in the said County of *Nottingham*, containing together by Estimation Two hundred and Eighty-five Acres and Thirty-nine Perches, be the same more or less; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereunto belonging, or therewith used, situate, lying and being within the Parish of *Graysley* aforesaid, and Hamlet of *Brooks Beasting* in the said County of *Nottingham*, containing together by Estimation One hundred and Nine Acres Two Roods and Six Perches, more or less, then or late in the Tenure or Occupation of *Potter*, Widow, her Assigns or Undertenants, and rented at the yearly Rent of Twenty Pounds; and all that Messuage, Tenement or Farm with the Lands and Grounds thereunto belonging or therewith used, situate, lying and being in the said Parish of *Graysley* and Hamlet of *Brooks Beasting* aforesaid, containing together by Estimation Thirty-two Acres and Seven Perches, more or less, then or late in the Tenure or Occupation of *John Roberts*, his Assigns or Undertenants, and rented at the yearly Rent of Seven Pounds; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, situate, lying and being within the said Parish of *Graysley* and Hamlet of *Moorgreen*, in the said County of *Nottingham*, containing together by Estimation Seventy-eight Acres One Rood and Thirty-seven Perches, more or less, then or late in the Tenure or Occupation of *Richard Jackson*, his Assigns or Undertenants, and rented at the yearly Rent of Twenty-two Pounds and Twelve Shillings; and all that Dwelling-house or Tenement, with its Appurtenances, and the Lands and Grounds therewith used in *Moorgreen* aforesaid, then or late in the Tenure or Occupation of *John Ely* senior, his Assigns or Undertenants; and all that House with its Appurtenances, known by the Name of the Meeting-house, situate and standing upon the Common in *Moorgreen* aforesaid, then or late in the Tenure or Occupation of *William Saunders*, his Assigns or Undertenants; and all that Messuage, Tenement or Farm in *Moorgreen* aforesaid, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *John Archer*, his Assigns or Undertenants, at or under the yearly Rent of Six Pounds and Ten Shillings; and all that Messuage, Tenement or Farm in *Moorgreen* aforesaid, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Thomas Gelftrop*, his Assigns or Undertenants, at or under the yearly Rent of Six Pounds; and all that Messuage, Tenement or Farm in *Moorgreen* aforesaid, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *William Purdy*, his Assigns or Undertenants, at or under the yearly Rent of Twenty Pounds Thirteen Shillings and Four-pence; and all that Dwelling-house or Tenement in *Moorgreen* aforesaid, with its Appurtenances, and the Lands and Grounds therewith used, then or

late in the Tenure or Occupation of *Thomas Mabbott*, at the yearly Rent of Two Pounds Seventeen Shillings and Eight-pence; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *William Goodwyn*, his Assigns or Undertenants, at or under the yearly Rent of Fifteen Pounds; and all that Dwelling-house or Tenement, with its Appurtenances, and the Lands and Grounds thereto belonging, then or late in the Tenure or Occupation of *Samuel Wapleington*, at the yearly Rent of One Pound Sixteen Shillings and Eight-pence; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *John Ely junior*, his Assigns or Undertenants, at or under the yearly Rent of Thirty-five Pounds; and all that Dwelling-house or Tenement, with its Appurtenances, and the Lands and Grounds therewith used, containing together by Estimation Sixty Acres Two Roods and Thirteen Perches, and then or late in the Occupation of *William Flint*; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Joseph Clay*, at or under the yearly Rent of Nine Pounds Twelve Shillings and Six-pence; and all that Dwelling-house or Tenement, with its Appurtenances, and the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Jonathan Siveron*, at or under the yearly Rent of Six Pounds Three Shillings and Four-pence; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Daniel Maltby*, at or under the yearly Rent of Seventeen Pounds Thirteen Shillings and Four-pence; and all that Dwelling-house or Tenement, with its Appurtenances, and the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *George Rolling*, or his Assigns; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *John Saint*, his Assigns or Undertenants, at or under the yearly Rent of Fourteen Pounds; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Henry Burton*, at or under the yearly Rent of Thirteen Pounds; and all those Messuages, Tenements, Houses or Farms, with the Lands and Grounds thereto respectively belonging or therewith used or enjoyed, then or late in the Tenure or Occupation of *William Saunders*, his Assigns or Undertenants, at or under the yearly Rent of Eighty Pounds and Two Shillings; and all those Messuages, Tenements or Farms, with the Lands and Grounds thereto respectively belonging or therewith used or enjoyed, then or late in the Tenure or Occupation of *Richard Clifton*, his Assigns or Undertenants, at or under the yearly Rent of Fifty-eight Pounds and Ten Shillings; and all those Two little Cottages or Houses, with the Yards, Gardens and Appurtenances thereunto respectively belonging or therewith used, then or late in the Tenures or Occupations of *John Wafs* and *Bostock, Widow*, all which said Messuages, Farms, Lands, Grounds, Cottages and Hereditaments therein before last-mentioned, are situate, lying and being in *Moorgreen* aforesaid, in the said County of *Nottingham*; and also all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, situate, lying and being in the said Parish of *Grayley*, in the Hamlet of *Newthorpe*, in the said County of *Nottingham*, then or late in the Tenure or Occupation of *Joshua Granger*, his Assigns or Undertenants, at or under the yearly Rent of Seven Pounds and Five Shillings, and all that Dwelling-house or Tenement, with the Lands and Premises thereto belonging or therewith used, then or late in the Tenure or Occupation of *Samuel Needham*, or his Assigns; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *John Shephard*, at or under the yearly Rent of Twelve Pounds and Twelve Shillings.

and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *William Norwell*, at or under the yearly Rent of Thirty Pounds; and all that Messuage or Farm, with a Cottage or House called *Elliot's Cottage*, together with the Lands and Grounds thereunto respectively belonging or therewith used, thereto in the Tenure or Occupation of *William Jackson*, and then of

at or under the yearly Rent of Fourteen Pounds One Shilling and Four-pence; and all that Dwelling-house or Tenement, with the Yards, Orchards, Garden, and Two Crofts of Land, and other the Appurtenances thereto belonging or therewith used, then or late in the Tenure or Occupation of *Samuel Ranger*, or his Assigns; and all that Dwelling-house or Tenement, with the Yard, Garden, and Croft of Land, and other the Appurtenances thereto belonging or therewith used, then or late in the Tenure or Occupation of *Joseph Barrow*, or his Assigns; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *John Dawes junior*, at or under the yearly Rent of Sixteen Pounds; and all that Dwelling-house or Tenement, with its Appurtenances and a Croft of Land thereto belonging or therewith used, then or late in the Tenure or Occupation of *Joseph Mather*, or his Assigns; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Thomas Shaw junior*, at or under the yearly Rent of Twenty-five Pounds Two Shillings and Six-pence; and all that Messuage, Tenement or Farm, and Cottage or Dwelling-house, with the Lands and Grounds to the said Messuage, Tenement or Farm, and Cottage or Dwelling-house thereto belonging or therewith used, then or late in the Tenure or Occupation of *John Dawe senior*, at or under the yearly Rent of Nineteen Pounds; and all that Dwelling-house or Tenement, with the Lands and Premises thereto belonging or therewith used or enjoyed, then or late in the Tenure or Occupation of *Ann Newton*, or her Assigns; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, thereto in the Tenure or Occupation of *John Grammers*, and then of

at or under the yearly Rent of Nine Pounds; and all those Two Cottages, Houses or Tenements, with the Lands and Premises thereunto respectively belonging or therewith used, then or late in the several Tenures or Occupations of *Benjamin Levers* and *James Starbuck*, or their Assigns, all which Messuages, Tenements, Farms, Cottages, Houses and Hereditaments therein before last-mentioned are situate, lying and being in the Parish of *Grayley*, and Hamlet of *Newthorpe* aforesaid; and also all those Messuages, Tenements, Farms, Lands and Hereditaments therein after particularly mentioned to be situate, lying and being within the Parish of *Grayley* aforesaid, and in the Hamlet of *Watnall-Chaworth*, in the said County of *Nottingham*; (that is to say) All that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *William Straw*, at and under the yearly Rent of Ten Pounds; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *John Greensmith*, at or under the yearly Rent of Ten Pounds; and all that Close of Pasture called the *Wybourns*, and all that Croft of Meadow called *Lacy's Croft*, containing together by Estimation Four Acres Three Roods and Four Perches, then or late in the Tenure or Occupation of *Mary Trantam*, Widow, or her Assigns; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *William James*, at or under the yearly Rent of Five Pounds and Ten Shillings; and all those Closes of Pasture and Arable Land, containing together by Estimation Nine Acres Three Roods and Six Perches, then or late in the Tenure or Occupation of *Henry Wayne*, at the yearly Rent of Three Pounds Six Shillings and Eight.

Eight-pence ; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Jonathan Towl*, at or under the yearly Rent of Twelve Pounds Three Shillings and Four-pence ; and all that Dwelling-house or Tenement, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *William Howett*, at the yearly Rent of Four Pounds ; and all that Messuage, Tenement or Dwelling-house, with its Appurtenances, and the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *John Shaw*, at the yearly Rent of Four Pounds ; and also all those Messuages, Tenements, Farms, Lands and Hereditaments therein particularly mentioned to be situate, lying and being in the Parish of *Graysley* aforesaid, within the Hamlet of *Watnall-Cantelupe*, in the said County of *Nottingham* ; (that is to say) All that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *John Watkinson*, at or under the yearly Rent of Fifteen Pounds ; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Joseph Richards*, at or under the yearly Rent of Ten Pounds ; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *William Harvey*, at or under the yearly Rent of Four Pounds ; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *William Watkinson*, at or under the yearly Rent of Eleven Pounds ; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *William Higden*, at or under the yearly Rent of Eleven Pounds ; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Daniel Watkinson*, at or under the yearly Rent of Twenty-one Pounds and Six Shillings ; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Thomas Read*, at or under the yearly Rent of Nine Pounds ; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Jonathan Towl*, at or under the yearly Rent of Eight Pounds ; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Thomas Cadman*, at or under the yearly Rent of Nine Pounds ; and all that Messuage, Tenement or Dwelling-house, with the Lands and Premises thereto belonging or therewith used, then or late in the Tenure or Occupation of *Samuel Siveron*, or his Assigns ; and all those several Cottages, Tenements, Houses, with the Lands and Premises thereunto respectively belonging or therewith used or enjoyed, then or late in the several Tenures or Occupations of *Joseph Richards* and *William Greensmith*, or their Assigns ; and also all those Messuages, Tenements, Farms, Lands, and Hereditaments therein after particularly mentioned to be situate, lying and being in *Graysley* aforesaid, within the Hamlet of *Kimberley* in the said County of *Nottingham* ; (that is to say) All that Messuage, Tenement or Farm, with the several Lands, Meadows, and Pasture Grounds thereunto respectively belonging, or therewith used or enjoyed, then or late in the Tenure or Occupation of Mr. *Joseph Millington*, at or under the yearly Rent of Forty-one Pounds ; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Edward Kitchen*, at or under the yearly Rent of Six Pounds and Fifteen Shillings ; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *George Gregory*, at or under the yearly Rent of Seven Pounds and Ten Shillings ; and all that Co

tage, Tenement, or House, with the Garden, Backside, and Premises thereto be-
 longing or therewith used, then or late in the Tenure or Occupation of *John Ely*,
 or his Assigns; and also all that the Manor or Lordship of *Selston*, in the said
 County of *Nottingham*, with the Rights, Royalties, Members, and Appurtenances
 thereof; and also all those several Messuages, Tenements, Farms, Lands, and He-
 reditaments therein after particularly mentioned to be situate, lying, and being
 within the Hamlet of *Bagthorpe*, in the said County of *Nottingham*; (that is to say)
 All that Capital Messuage, Tenement, or Mansion-house, thentofore the Manor-
 house, situate, lying, and being in *Bagthorpe* aforesaid; and all that Water-mill in
Bagthorpe aforesaid, together with all and singular the several Houses, Edifices,
 Buildings, Barns, Stables, Dove-houses, Orchards, Gardens, Lands, Meadows,
 Pastures, Grounds, Waters and Hereditaments to the said Capital Messuage, Te-
 nement, or Mansion-house and Mill belonging or appertaining, or therewith used,
 then or late in the Tenure or Occupation of *Richard Wood*, at or under the yearly
 Rent of Forty-six Pounds Thirteen Shillings and Four-pence; and all that Mes-
 suage, Tenement or Farm, with the Lands and Grounds thereto belonging or
 therewith used, then or late in the Tenure or Occupation of *John Burton*, at or
 under the yearly Rent of Ten Pounds; and all that Messuage, Tenement or Farm,
 with the Lands and Grounds thereto belonging or therewith used, then or late in the
 Tenure or Occupation of *James Allsabybrooke*, at or under the yearly Rent of Ten
 Pounds and Fifteen Shillings; and all that Cottage, Tenement, or House, with the
 Barn, Orchard, Garden, and Three Crofts of Land, and other the Appurtenances
 thereto belonging or therewith used, then or late in the Tenure or Occupation of
Robert Burton, or his Assigns; and all those Two Cottages, Tenements or Dwel-
 ling-houses, with the several Lands and Premises thereunto respectively belonging
 or therewith used, then or late in the several Tenures or Occupations of *James*
Holmes and *Mary Innocent*, Widow, or their Assigns; and all that Messuage, Te-
 nement or Farm, with the Lands and Grounds thereto belonging or therewith used,
 then or late in the Tenure or Occupation of *Christopher Wood*, at or under the
 yearly Rent of Thirteen Pounds; and all that Messuage, Tenement or Farm, with
 the Lands and Grounds thereto belonging or therewith used, then or late in the
 Tenure or Occupation of *Daniel Farnworth*, at or under the yearly Rent of Four
 Pounds and Seventeen Shillings; and all that Messuage, Tenement or Farm, with
 the Lands and Grounds thereto belonging or therewith used, then or late in the Te-
 nure or Occupation of *Rawson*, Widow, at or under the yearly Rent of
 Nine Pounds and Twelve Shillings; and also all those several and respective Mes-
 suages, Tenements, Farms, Lands and Hereditaments therein after particularly
 mentioned to be situate, lying and being within the Hamlet of *Underwood*, in the
 said County of *Nottingham*; (that is to say) All that Messuage, Tenement or
 Dwelling-house, with the several Lands and Grounds thereto belonging or therewith
 used, containing together by Estimation Six Acres One Rood and Thirty-five
 Perches, then or late in the Tenure or Occupation of *John Lawrence*, or his As-
 signs; and all that Messuage, Tenement or Farm, with the Lands and Grounds
 thereto belonging or therewith used, then or late in the Tenure or Occupation of
John Howett, at or under the yearly Rent of Five Pounds; and all that Messuage,
 Tenement or Farm, with the Lands and Grounds thereto belonging or therewith
 used, then or late in the Tenure or Occupation of *Farnworth*, Widow,
 at the yearly Rent of Seven Pounds Thirteen Shillings and Four-pence; and all that
 Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or
 therewith used, then or late in the Tenure or Occupation of *John Barrowcluffe*, at
 the yearly Rent of Fourteen Pounds Two Shillings and Six-pence; and all that
 Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging
 or therewith used, then or late in the Tenure or Occupation of *Howett*,
 Widow, at the yearly Rent of Forty Pounds; and all that Messuage, Tenement
 or Farm, with the Lands and Grounds thereto belonging or therewith used, then

or late in the Tenure or Occupation of *John Warnby*, at the yearly Rent of Six Pounds and Ten Shillings; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Samuel Coats*, at the yearly Rent of Eleven Pounds and Six Shillings; and also all those several Messuages, Tenements, Farms, Lands and Hereditaments therein after particularly mentioned to be situate, lying and being within the Hamlet of *Westwood*, in the said County of *Nottingham*; (that is to say) All that Messuage, Tenement, or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Francis Harvey*, at the yearly Rent of Five Pounds and Five Shillings; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *William Janson* alias *Ironson*, at the yearly Rent of Five Pounds Eleven Shillings and Eight-pence; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Henry Clarke*, at the yearly Rent of Five Pounds Eleven Shillings and Eight-pence; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Elizabeth Bett*, Widow, at the yearly Rent of Seven Pounds and Ten Shillings; and also all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, situate, lying and being within the Hamlet of *Jacksdale*, in the said County of *Nottingham*, then or late in the Tenure or Occupation of *John Maltby*, at the yearly Rent of Twenty-one Pounds and Four Shillings; and all that Cottage, Tenement or House, with the Barn, Orchard, and Three Crofts of Land, and other the Premises thereto belonging or therewith used, situate and being in *Jacksdale* aforesaid, then or late in the Tenure or Occupation of *Clark*, Widow, or her Assigns; and also all those Messuages, Tenements, Farms, Lands and Hereditaments therein after particularly mentioned to be situate, lying and being within the Hamlet of *Selston*, in the said County of *Nottingham*; (that is to say) All that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Thomas Clarke*, at the yearly Rent of Twenty-one Pounds and Twelve Shillings; and all that Messuage, Tenement or Dwelling-house, with its Appurtenances, and the Lands and Grounds therewith used, then or late in the Tenure or Occupation of *Thomas Cooke*, or his Assigns; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Samuel Farnworth*, at the yearly Rent of Ten Pounds and Ten Shillings; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Jonathan Clee*, at the yearly Rent of Sixteen Pounds and Fifteen Shillings; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Richard Reading*, at the yearly Rent of Seventeen Pounds Eleven Shillings and Eight-pence; and all that Messuage, Tenement, or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Richard Dovey*, at the yearly Rent of Twenty-three Pounds; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *John Houseley*, at the yearly Rent of Eleven Pounds; and all that Messuage, Tenement or Dwelling-house, with its Appurtenances, and Three Crofts of Land thereto belonging, containing together by Estimation Seven Acres One Rood and Seven Perches, then or late in the Tenure or Occupation of *Robert Clarke*, or his Assigns; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *John Wood*, at the yearly Rent of Eleven Pounds; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used,

ed, then or late in the Tenure or Occupation of *Francis Cocker*, at the yearly Rent Five Pounds and Fifteen Shillings; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *William Rawson*, at the yearly Rent of Six Pounds; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Walton, Widow*, at the yearly Rent of Twelve Pounds and Four Shillings; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *William Wood*, at the yearly Rent of Eleven Pounds and Ten Shillings; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *William Wateral*, at the yearly Rent of Eight Pounds and Six Shillings; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Clarke Widow*, at the yearly Rent of Seven Pounds and Twelve Shillings; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Benjamin Sanders*, at the yearly Rent of Five Pounds Six Shillings and Eight-pence; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *John Lee*, at the yearly Rent of Nine Pounds and Ten Shillings; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *John Clarke*, at the yearly Rent of Nine Pounds Twelve Shillings and Eight-pence; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *Thomas Skinner*, at the yearly Rent of Eight Pounds Six Shillings and Eight-pence; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *William Alcock*, at the yearly Rent of Five Pounds; and all that Cottage, Tenement or House, with One Barn, One Cow-house-yard and Orchard, and the Premises thereto belonging or therewith used, then or late in the Tenure or Occupation of *William Sanders*, or his Assigns; and all those Woods or Woodlands belonging to the said Manor or Lordship of *Selston*, called or known by the name of *Birking Wood*, or by whatsoever other Name or Names the same are or is known by, adjoining to *Selston Common* on the North, and *Mrs. Law's Estate* South, containing by Estimation Thirty-one Acres Three Roods and Twelve Perches, be the same more or less; and also all those several Messuages, Tenements, Farms, Lands and Hereditaments therein after particularly mentioned to be situate, lying and being within the Hamlet of *Wansley*, and Parish of *Selston* in the said County of *Nottingham*; (that is to say) All that Messuage, Tenement or Farm, and Toft, with the Lands and Grounds thereunto respectively belonging or therewith used, then or late in the Tenure or Occupation of *John Parker*, at the yearly Rent of Sixteen Pounds; and all those Two Messuages, Tenements or Farms, with an old Mill, together with the Lands and Grounds, and Appurtenances to the said Messuages, Tenements, Farms and Mill belonging or appertaining, or therewith used or enjoyed, then or late in the Tenure or Occupation of *Henry Massey*, at the yearly Rent of Fifteen Pounds; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging, or therewith used, then or late in the Tenure or Occupation of *Mr. Francis Cheetham*, at the yearly Rent of Thirteen Pounds; and those Two Closes of Meadow, with the Appurtenances, called by the Names of *Overcroft Meadow* and the *Flat Meadow*, containing together by Estimation Twenty Acres and One Perch, then or late in the Tenure of *Rawson, Widow*, at the yearly Rent of Ten Pounds; and all that Messuage, Tenement or House, with the Yard, Orchard, Garden, and Four Acres Two Roods and Thirty-five Perches

Perches of Land, and other the Appurtenances thereto belonging or appertaining then or late in the Tenure or Occupation of *Tacey*, Widow, or her Assigns; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *John Horsley*, of *Westwood*, at the yearly Rent of Seventeen Pounds; and all those Pieces or Parcels of Pasture Land, containing together by Estimation Three Roods and Eleven Perches, and then or late in the several Tenures or Occupations of *Richard Wood* and *Joseph Gregory*, or their Assigns; and also all those several Messuages, Tenements, Farms, Lands and Hereditaments therein after particularly mentioned to be situate, lying and being in the Parish of *Bullwell*, in the said County of *Nottingham*; (that is to say) All that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging, or therewith used, containing together by Estimation Thirty-eight Acres and Thirty Perches, and then or late in the Tenure or Occupation of *Thomas Read*, or his Assigns; and all that Messuage, Tenement, Farm and Mill, with its Appurtenances, together with the several Lands and Grounds to the said Messuage, Tenement, Farm and Mill belonging, or therewith used, containing together by Estimation Twenty-four Acres, and Twenty Perches, and then or late in the Tenure or Occupation of *Marshall*, Widow, or her Assigns; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of *John Holland*, at the yearly Rent of Five Pounds and Ten Shillings; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, containing together by Estimation Forty-six Acres One Rood and Twenty Perches, and then or late in the Tenure or Occupation of *John Stout*, or his Assigns; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, containing together by Estimation Forty-four Acres and Thirty-nine Perches, and then or late in the Tenure or Occupation of *William Allen*, or his Assigns; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, containing together by Estimation Twenty-five Acres Three Roods and Twenty-six Perches, and then or late in the Tenure or Occupation of *James Mottram*, or his Assigns; and all that Messuage, Tenement, or Farm, with the Lands and Grounds thereto belonging or therewith used, containing together by Estimation Nineteen Acres and Twenty-one Perches, and then or late in the Tenure or Occupation of *John Robinson*, or his Assigns; and all that Inn, with the Yards, Gardens, Barns, Stables and Outhouses thereto belonging, together with One Close of Land thereto adjoining or belonging, situate, lying and being at or near *Carleton upon Trent*, in the said County of *Nottingham*; and all that Close, Piece or Parcel of Meadow-ground, called or known by the Name of *Tolney Meadow*, situate, lying and being near *Newark*, in the said County of *Nottingham*; and also all that the Manor or Lordship of *Great Coates* and *Helingfee*, in the said County of *Lincoln*, with the Rights, Royalties, Members and Appurtenances thereof; and all that the Advowson and Right of Patronage and Presentation of, in and to the Parish Church of *Great Coates* aforesaid; and also all those several Messuages, Tenements, Farms, Lands and Hereditaments therein after particularly mentioned to be situate, lying and being within the Town, Fields, Parishes and Hamlet of *Great Coates* aforesaid; (that is to say) All that Messuage, Tenement or Farm, called or known by the Name of the *Hall Farm*, together with all the singular Edifices, Buildings, Barns, Stables, Dove-houses, Yards, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Pastures, Moors, Marshes, Woods, Underwoods, and other Hereditaments whatsoever, to the said Messuage, Tenement or Farm, called the *Hall Farm*, and other the Premises belonging or appertaining, or therewith used or enjoyed, theretofore in the Tenure or Occupation of *Mr. William Alcock*, his Assigns or Undertenants, and then or late in the several Tenures or Occupations of *Mr. Uppleby*, *Mr. Fish*, *Edward Gilliat*, *Mr. Thompson*, *John Moody*, *Edward King*, *Edward Phillipson*, *John Barr*, *Richard Licence*, &c.

Burley, Mark Challener, Thomas Beale, William Garnis, Thomas Asbley, and Edward Tomlinson, their or some of their Assigns or Undertenants, at the several yearly Rents amounting together to the yearly Rent or Sum of Two hundred twenty-two Pounds Twelve Shillings and Six-pence; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereunto belonging or therewith used and enjoyed, then or late in the Tenure or Occupation of Mrs. Pell, or her Assigns, or under the yearly Rent of One hundred and Eighty-seven Pounds; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereunto belonging therewith used and enjoyed, then or late in the Tenure or Occupation of William Robinson, or his Assigns, at or under the yearly Rent of One hundred and Thirty-two Pounds fifteen Shillings; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used and enjoyed, then or late in the Tenure or Occupation of Edward Gilliat, or his Assigns, at the yearly Rent of Eighty Pounds; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereunto belonging or appertaining, or therewith used and enjoyed, then or late in the Tenure or Occupation of William Pell, of Gayton, his Assigns or Undertenants, at the yearly Rent of Seventy-five Pounds; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used or enjoyed, then or late in the Tenure or Occupation of John Fish, or his Assigns, at the yearly Rent of Seventy-nine Pounds Four Shillings and Nine-pence; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging, or therewith used or enjoyed, then or late in the Tenure or Occupation of Edward Barwick, or his Assigns, at the yearly Rent of Sixty-two Pounds Four Shillings and Nine-pence; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging, or therewith used or enjoyed, then or late in the Tenure or Occupation of John Barr, or his Assigns, at the yearly Rent of Twenty-seven Pounds Twelve Shillings and Three-pence; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging, or therewith used or enjoyed, then or late in the Tenure or Occupation of Mr. Thompson, or his Assigns, at the yearly Rent of Eighteen Pounds Nine Shillings and One Penny; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging, or therewith used or enjoyed, then or late in the Tenure or Occupation of Edward Phillipson, or his Assigns, at the yearly Rent of Twenty-seven Pounds Twelve Shillings and Three-pence; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging, or therewith used or enjoyed, then or late in the Tenure or Occupation of Edward King, or his Assigns, at the yearly Rent of Twelve Pounds Eighteen Shillings and Eight-pence; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, then or late in the Tenure or Occupation of John Moody, or his Assigns, at the yearly Rent of Seven Pounds and Sixteen Shillings; and all those several Messuages, Stages, Farms, Lands, Tenements, Meadows, Pastures, Grounds, Marshes, Woods, Feedings and Hereditaments, then or late in the several Tenures or Occupations of William Kerby, Thomas Beal, William Garnis, John Brown, Thomas Barr, Thomas Anderson, Daniel Burley, John Needler, Mark Challener, Thomas Metcalf, Edward Tomlinson, Thomas Asbley, Richard Licence, William Paddison, and Elizabeth Bullin, their or some of their Assigns or Undertenants, at or under the several yearly Rents, amounting together to the yearly Rent or Sum of Thirty-two Pounds and Six-pence; and all those Pieces or Parcels of Meadow, lying and being in Millbolme, then or late in the several Tenures or Occupations of Mrs. Pell, William Robinson, Edward Gilliat, Mr. Pell, Edward Barwick, and Edward Phillipson, their or some of their Assigns or Undertenants, at the several yearly Rents amounting to the yearly Rent or Sum of Two Pounds and Seventeen Shillings; and that Piece or Parcel of Land, Meadow or Pasture, called by the Name of Little Coates, then or late in the Tenure or Occupation of the said Edward Phillipson, or his Assigns; and all those Two Horse-gates, lying and being in Little Coates, in the

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County of *Lincoln*, with their Appurtenances ; and also all that Messuage, Tenement or Farm, called or known by the Name of *Nuns Farm* (formerly a Nunnery) with the several Lands and Grounds thereunto belonging, or therewith used or enjoyed situate, lying and being in or near the Parish of *Great Grimsby*, in the said County of *Lincoln* ; and all those several Messuages, Houses, Yards, Gardens, Orchards, Lands, Tenements, Closes, Grounds and Hereditaments, with their and every their Appurtenances of him the said *Sir Robert Sutton*, situate, lying and being within the Parish of *Great Grimsby* aforesaid, or any other Parish thereunto adjoining ; and all that Messuage, Tenement or Farm, with the Lands and Grounds thereto belonging or therewith used, situate, lying and being in *Thurby*, in the said County of *Lincoln*, and then or late in the Tenure or Occupation of *Samuel Crosby*, his Assigns or Undertenants ; and also all that the Advowson, Right of Patronage and Presentation of, in and to the Parish Church of *Brent Broughton*, in the said County of *Lincoln* ; and all and singular other the Manors or Lordships, Messuages, Farms, Tithes, Lands, Tenements, Advowsons, Rectories, and Hereditaments whatsoever of him the said *Sir Robert Sutton*, in Possession, Reversion, Remainder, or Expectancy, situate, lying and being, coming, growing, renewing or arising within several Towns, Parishes, Fields, Precincts, Hamlets or Territories of *Grays*, *Brookes-Beasting*, *Moorgreen*, *Newthorpe*, *Watnall-Chaworth*, *Watnall-Cantelag*, *Kimberly*, *Bagthorpe*, *Selston*, *Underwood*, *Westwood*, *Jacksdale*, *Wansley*, *Bulwer*, *Carleton upon Trent*, *Newark*, *Great Coates*, and *Helingfee*, *Little Coates*, *Grimsby*, *Thurby*, and *Brent Broughton*, any or every of them, or elsewhere in the said Counties of *Nottingham* and *Lincoln* ; and all and singular Houses, Outhouses, Edifices, Buildings, Barns, Stables, Mills, Kilns, Dovehouses, Orchards, Gardens, Crofts, Curtilages, Tofts, Commons, Common of Pasture, Cattle-gates, Courts, Courts Leet, Courts Baron, Perquisites and Profits of Courts, Goods and Chattels of Felons and Fugitives, Deodands, Persons outlawed, Felons of themselves, Wastables, Estrays, Waters, Fishings, Heaths, Moors, Fens, Marshes, Wafts, waste Grounds, Woods, Underwoods, Coppice, Services, Royalties, Franchises, Jurisdictions, Liberties, Municipalities, Emoluments, Advantages, Privileges, and Hereditaments whatsoever, the several and respective Manors or Lordships, Messuages, Farms, Lands, Tenements, Rectories, Advowsons, and Hereditaments therein before respectively mentioned to be ~~conveyed and sold~~, belonging or in any wise appertaining, or therewith or with any Part or Parcel thereof, then or at any time theretofore had, held, used, occupied, possessed or enjoyed, or accepted, reputed, taken or known as Part, Part or Member of them or any of them, and the Reversion and Reversions, Remainders and Remainders, Rents, Issues and Profits of all and singular the said Premises ; to hold unto the said *Charles Earl of Sunderland*, *John Lord Delawar*, *Sir John Stanley* and *Christian Cole*, and their Heirs, to the Use of them the said *Charles Earl of Sunderland*, *John Lord Delawar*, *Sir John Stanley*, and *Christian Cole*, their Executors, Administrators and Assigns, from the Day of the Date thereof, for the Term of One thousand Years from thence next ensuing, and fully to be complete and ended upon the Term therein after-mentioned and declared ; and from and after the End, Expiration, or other sooner Determination of the said Term of One thousand Years, to the Use of the said *Sir Robert Sutton* and his Assigns for his Life, without Impeachment of Waste ; and after the Determination of that Estate, to the Use of the said *Charles Earl of Sunderland*, *John Lord Delawar*, *Sir John Stanley*, and *Christian Cole*, and their Heirs, during the Life of the said *Sir Robert Sutton*, in Trust by the Ways and Means therein mentioned to preserve the contingent Remainders ; and after the decease of the said *Sir Robert Sutton*, to the Use of the said *Robert Sutton*, eldest Son of the said *Sir Robert Sutton*, by the said *Judith* his Wife, for his Life, with the Limitation to Trustees to preserve the contingent Remainders ; and after the decease of the said *Robert Sutton*, to the Use of the First and every other Son of his Body lawfully to be begotten, successively in Tail Male ; and for Default of such Issue to the Use of the said *John Sutton*, then youngest Son of the said *Sir Robert Sutton*.

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the Body of the said *Judith* his Wife begotten, for his Life, without Impeachment of Waste; and after the Determination of that Estate, to the Use of the said Trustees, and their Heirs, during the Life of the said *John Sutton*, in Trust to preserve the contingent Remainders; and after the Decease of the said *John Sutton*, to the Use of his First and every other Son lawfully to be begotten successively in Tail Male; and for want of such Issue, to the Use of *Richard Sutton*, Esquire, Brother of the said *Sir Robert Sutton*, and his Assigns for his Life; and from and after the Decease of the said *Richard Sutton*, to the Use of *Robert Sutton*, eldest Son of the said *Richard Sutton* for his Life, without Impeachment of Waste, with the like Limitation to Trustees, in Trust to preserve the contingent Remainders; and from and after the Decease of the said *Robert Sutton*, to the Use of his First and every other Son of his Body lawfully to be begotten, successively in Tail Male; and for want of such Issue, to the Use of *William Sutton*, Second Son of the said *Richard Sutton*, for his Life, without Impeachment of Waste; and after his Decease, to the Use of his First and every other Son of his Body lawfully to be begotten, successively in Tail Male; and for want of such Issue, to the Use of *John Sutton*, Third Son of the said *Richard Sutton*, for his Life; and after his Decease, to the Use of the First and every other Son of his Body lawfully to be begotten, successively in Tail Male; and for want of such Issue, to the Use of the said *Richard Sutton* the younger, Fourth Son of the said *Richard Sutton*, for his Life, without Impeachment of Waste, with the Limitation to Trustees to preserve the contingent Remainders; and after the Decease of the said *Richard Sutton* the younger, to the Use of the First and every other Son of his Body lawfully to be begotten successively in Tail Male; and for want of such Issue, to the Use of the said *Sir Robert Sutton*, his Heirs and Assigns forever: And it is in and by the said Settlement agreed and declared, that the said Term of One thousand Years therein before limited to them the said *Charles Earl of Sunderland*, *John Lord Delawar*, *Sir John Stanley*, and *Christian Cole*, their Executors, Administrators, and Assigns, was so limited by them, upon Trust that they, the Survivors or Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should, by and out of the Rents and Profits of the Messuages, Lands and Hereditaments, so limited to them for the said Term of One Thousand Years, or by Mortgage or Sale of all or any Part of the same Premises, or by all or any the Ways and Means aforesaid, raise and pay for the Portions of *Isabella Sutton*, daughter of the said *Sir Robert Sutton*, and *John Sutton*, then his younger Son, the Sum of Eight thousand Pounds apiece, and Six thousand Pounds apiece for the Portion and Portions of all other the Child and Children of the said *Sir Robert Sutton*, the Body of the said *Judith* Countess of *Sunderland* to be begotten, and thereafter to be born, not being Heir at Law to the said *Sir Robert Sutton*, the said Portions to be paid to the said Child and Children, at such times, and in such manner, and with such Maintenance in the mean time, until their respective Portions should become payable, as is therein mentioned: In which said Indenture of Release, is contained a Power for the said *Robert Sutton* and *John Sutton*, the Sons of the said *Robert Sutton*, when in Possession of the Premises, to limit Jointures to any Woman or Women they respectively should marry under the Restrictions therein mentioned; and also a Power for the said *Sir Robert Sutton*, *Robert Sutton* and *John Sutton* his Sons, to make Leases of the same Premises in such Manner as therein mentioned; and also a Covenant from the said *Sir Robert Sutton*, that the Premises therein comprised were free from Incumbrances made, done or committed by him the said *Sir Robert Sutton*, except a Mortgage made on the *Nottinghamshire* Estate to *Peter Walter*, Esquire, for securing to him the principal Sum of Twenty thousand Pounds, and Interest; and also except a Mortgage made on *Great Coates* to *Sir Conyers D'arcy*, Knight of the Bath, Trustee for Lady *Caroline D'arcy*, for securing the principal Sum of Ten thousand Pounds and Interest; and also except another Mortgage made on the Estate at *Great Coates* and *Grimsby* to *John Newton*, Baronet, for securing to him the principal Sum of Four thousand Pounds

Pounds and Interest; and also except the Leases then in being, to the respective Tenants of any Part or Parts of the said Premises:

*Said Robert Sutton
of the said
is still living*

And whereas the said *Richard Sutton*, Brother of the said *Sir Robert Sutton*, lately dead; and the said *Robert Sutton*, eldest Son of the said *Sir Robert Sutton*, also dead under Age, and unmarried; and the said *William Sutton* and *John Sutton*, Two of the younger Sons of the said *Richard Sutton*, are both dead without Issue; and the said *Richard Sutton*, the youngest Son of the said *Richard Sutton*, is living, and unmarried; and the said *Sir Robert Sutton* has another Son named *Richard*, who was born after the said Settlement of the Eighth of *January* One thousand Seven hundred and Thirty-one:

And whereas, although it is mentioned and recited in the said Indenture of the Nineteenth of *November* One thousand Seven hundred and Thirty-one, That, upon the Marriage of the said *Sir Robert* and *Judith* Countess of *Sunderland*, it was intended that a Provision should be made for the Children of the said Marriage; and that the said *Sir Robert Sutton* had declared to his Brother *Richard Sutton*, that he would settle his Estate, in case of Failure of Issue of his own Body, upon the Issue of the said Brother; yet, by the said Settlement of the Eighth Day of *January* One thousand Seven hundred and Thirty-one, it appears, that the several Estates and Hereditaments, therein comprised, are thereby settled and limited unto and upon the said *Richard Sutton*, the Brother of the said *Sir Robert Sutton*, and his Sons, and the Issue Male, to take Effect immediately after the Death and Failure of Issue Male of the said *John Sutton*, who is now the eldest Son and Heir apparent of the said *Sir Robert Sutton*; and there is no Use or Estate limited by the said Settlement, in Favour or for the Benefit of any Son of the said *Sir Robert Sutton*, which should be born after the making the said Settlement; by which Mistake or Omission the said *Richard Sutton*, Son of the said *Sir Robert Sutton*, and all other the younger Sons of the said *Sir Robert Sutton* hereafter to be born, are liable to and in Danger of being deprived and defeated of the Possession and Enjoyment of any Part of their Father's Lands of Inheritance, (and which were all purchased by him) contrary to the Intention, and against the express Declaration of the said *Sir Robert Sutton*:

And whereas the several Estates, comprised in the said Settlement of the Eighth of *January* One thousand Seven hundred and Thirty-one, were charged with several Sums of Money due upon several Mortgages, some of which were made before the said Estates were purchased by the said *Sir Robert Sutton*, and all of them before the said Settlement, and amounting together to the principal Sum of Forty thousand Pounds; and which still remain charged upon the Estates mortgaged for the same, and which, with the Sum of Eight thousand Pounds apiece, secured and provided for the Portions of the said *Isabella Sutton* and *John Sutton*, Two of the Children of the said *Sir Robert Sutton*; and the Sum of Six thousand Pounds for the Portion of the said *Richard Sutton*, the youngest Son of the said *Sir Robert Sutton*, amount together to the principal Sum of Sixty-two thousand Pounds:

And whereas the Estates, comprised in the said last recited Settlement, are together of the clear annual Rent of Four thousand Eight hundred and Fifty Pounds or thereabouts; and that Part of them, which is Jointure to the said *Judith* Countess of *Sunderland*, is of the yearly Rent of One thousand Eight hundred and Twenty-three Pounds, or thereabouts; so that, in case the said Countess should happen to survive the said *Sir Robert Sutton* her Husband, that Part of the Estate, which is not in Jointure, will scarce be sufficient to pay the Interest of the Incumbrances affecting the same; and, consequently, no Provision would be left during the Continuance of the said Jointure for the eldest Son of the said *Sir Robert Sutton*:

And whereas it would be for the Benefit and Advantage of all the Persons interested in the said Estate, and tend to the Preservation of Part thereof in the Family, that the said Mortgages should be paid off and discharged; but, as the same cannot be effected any otherwise than by Sale of Part of the Estate comprised in the last-mentioned Settlement, the said *Sir Robert Sutton*, and all the other Persons claiming

claiming under the same Settlement, are willing and desirous, that the Estate in the County of *Nottingham*, which is of the ~~clear~~ yearly Rent of One thousand Seven hundred Twenty-six Pounds Eleven Shillings and Five-pence, should be sold and disposed of for that Purpose; and the Money, arising and produced by such Sale, applied for discharging the said Mortgage Debt, amounting to the principal Sum of Forty thousand Pounds, as aforesaid; and the Surplus of the said Purchase-Money laid out in the Purchase of Lands for the Purposes herein after-mentioned; and, in order to rectify and supply the Mistake and Omission in the said Settlement of the Eighth Day of *January* One thousand Seven hundred and Thirty-one, the Persons so interested as aforesaid do also consent and desire, that the Estates in the County of *Lincoln* (in which the Jointure of the said *Judith* Countess of *Sunderland* is comprised) may, together with the Lands to be bought with the Surplus of such Money to arise by Sale as aforesaid, be settled to the Use of the said Sir *Robert Sutton* for his Life; and after his Death, as to the Lands and Hereditaments limited to the said *Judith* Countess of *Sunderland* in Jointure, as aforesaid, to the Use of her for Life, in Confirmation of her Jointure; and as to the whole Estate, subject as aforesaid, to the Use of Trustees for a Term of One thousand Years, for raising Eight thousand Pounds for the Portion of the said *Isabella Sutton*, the Daughter of the said Sir *Robert Sutton*; and Six thousand Pounds for the Portion of the said *Richard Sutton*, the younger Son of the said Sir *Robert Sutton*; and Six thousand Pounds apiece for all other the Child and Children of the said Sir *Robert Sutton*, by the said *Judith* Countess of *Sunderland* hereafter to be born, with suitable Maintenance for the said Children intitled to such Portions respectively; and after the Determination of the said Term of One thousand Years, and subject thereto, to the Use of the Sons of the said Sir *Robert Sutton*, now in being, for their Lives successively, according to their Seniority, and their First and other Sons successively in Tail Male, with Remainder to all the Sons of the said Sir *Robert Sutton* hereafter to be born, successively in Tail Male, with such Remainders over for the Benefit of the Sons of the said *Richard Sutton*, his Brother, now in being, and their Issue respectively, as are limited by the said Settlement of the Eighth of *January* One thousand Seven hundred and Thirty-one, and with such Powers to make Jointures and Leases as are therein mentioned, with the last Remainder in Fee to the right Heirs of the said Sir *Robert Sutton*: But, as this Proposal and Agreement cannot be carried into Execution without the Aid of an Act of Parliament;

Therefore your Majesty's most Dutiful and Loyal Subjects the said Sir *Robert Sutton*, *Judith* Countess of *Sunderland* his Wife, *Robert Sutton*, and *Richard Sutton*, Sons of the said *Richard Sutton*, Brother of the said Sir *Robert Sutton*,

Do most humbly beseech Your Most Excellent MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's Most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all that the Manor or Lordship of *Bevall*, in the County of *Nottingham*, and the Rectory impropriate of the Parish Church of *Grayley*, in the said County of *Nottingham*; and all and every the Messuages, Farms, Rectories, Tithes, Woods, Lands, Tenements, Hereditaments and Premises, situate, lying and being, coming, growing, renewing or arising within the several Towns, Parishes, Fields, Precincts, Hamlets or Territories of *Grayley*, *Brooks-Beasting*, *Moorgreen*, *Newthorpe*, *Watnall-Chaworth*, *Watnall-antelope*, *Kimberly*, *Bagthorpe*, *Selston*, *Underwood*, *Westwood*, *Jacksdale*, *Wansley*, *Well*, *Carleton upon Trent*, and *Newark*, every or any of them, in the said County of *Nottingham*, or elsewhere in the said County of *Nottingham*, which are comprised in, and conveyed and settled by the said Indentures of Lease and Release of the Seventh and Eighth Days of *January* One thousand Seven hundred and Thirty-one, with their and ~~any~~ of their Rights, Royalties,

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Members and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the same Premises, shall, from and after the First Day of *May* One thousand Seven hundred and Forty-four, be settled upon and vested in, and the same are hereby from thenceforth settled upon and vested in the said *Robert Sutton*, Son of the said *Richard Sutton* deceased, and Nephew of the said *Sir Robert Sutton*, and *Matthew Lamb*, of *Lincolns Inn*, in the County of *Middlesex*, Esquire, their Heirs and Assigns, To the Use of them, their Heirs and Assigns, freed and discharged, and absolutely acquitted, exempted and exonerated of, from and against all and every the Uses, Estates, Trusts, Powers, Provisoos, Limitations and Contingencies, in and by the said Indentures of Lease and Release of the Seventh and Eighth Days of *January* One thousand Seven hundred and Thirty-one, limited, created, provided and declared of and concerning the same, but nevertheless upon the Trusts, and to and for the Ends, Intents and Purposes herein after-mentioned and expressed; that is to say, Upon Trust, that they the said *Robert Sutton*, and *Matthew Lamb*, or the Survivor of them, or the Heirs of such Survivor, shall and do, by and with the Consent and Approbation of the said *Sir Robert Sutton*, if he be then living, and if he be then dead, of their own Authority, sell and dispose of the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises herein before vested in them as aforesaid, unto any Person or Persons that shall be willing to become Purchaser or Purchasers thereof, for the most Money and best Price and Prices that can be reasonably got for the same; and shall and do, out of the Money arising by such Sale or Sales, pay off and discharge the several Sums of Two thousand Pounds, One thousand Pounds, Twenty thousand Pounds, Ten thousand Pounds, and Four thousand Pounds, mentioned in the said Indentures of the Fifth of *December* One thousand Seven hundred and Twenty-four, and Eighth Day of *January* One thousand Seven hundred and Thirty-one, to be secured by the several Mortgages therein respectively mentioned, and which are still due and unsatisfied; and also the Sum of Three thousand Pounds, due and owing to the said *Matthew Lamb*, and secured by Mortgage, bearing Date the Ninth Day of *January* One thousand Seven hundred and Thirty-one, and amounting together in the Whole, to the principal Sum of Forty thousand Pounds; and all Interest which shall be due for the same, at the Time of such Payment; and also shall and do, by and with such Consent and Approbation as aforesaid, lay out and dispose of the Residue and Surplus of the Money arising by such Sale or Sales, which shall remain, after Payment of the said principal Sum of Forty thousand Pounds and the Interest thereof as aforesaid, in the Purchase of Lands, Tenements and Hereditaments in Fee-simple, in Possession; and shall and do settle, convey and assure the Lands, Tenements and Hereditaments so to be purchased, to, for upon, and subject to the several Uses, Estates, Powers, Provisoos and Limitations herein after-mentioned, expressed, provided and declared of and concerning the same; and shall and do, by and with such Consent and Approbation as aforesaid, in the mean time, until such Purchase or Purchases shall be made, place out the Money arising by such Sale or Sales of the Premises, in the County of *Nottingham* as aforesaid, upon the publick Funds, or on Government or real Security at Interest; and also, from time to time, with the like Consent and Approbation, to call in the principal Money so to be placed out, and to place the same out upon new or other Funds or Securities of the like Nature, at Interest; and shall and do pay the Interest, Dividends and yearly Proceed arising and to be produced from such Funds and Securities, unto such Person or Persons as would be intitled, for the Time being, to receive the Rents, Issues and Profits of the Lands and Hereditaments hereby directed to be purchased, in case the same were purchased and settled, pursuant to this Act.

Provided nevertheless, and it is hereby Enacted and Declared, That in the mean time, and until the Premises, in the County of *Nottingham*, hereby vested

vested in the said *Robert Sutton* and *Matthew Lamb*, and their Heirs, shall be sold pursuant to this Act, the said *Robert Sutton*, and *Matthew Lamb*, and the Survivor of them, and the Heirs of such Survivor, shall permit and suffer the Rents, Issues and Profits of the same Premises to be had, received and taken by such Person and Persons as would, for the Time being, be intitled to receive the same, in case this Act had not been made.

And, for promoting and facilitating the Sale of the Premises hereby vested to be sold, It is hereby further Enacted and Declared, That the Receipt or Receipts of the said *Robert Sutton*, and *Matthew Lamb*, or the Survivor of them, under their or his Hands or Hand respectively, shall be a sufficient Discharge to the Purchaser or Purchasers of the same Premises respectively, for so much of the said Purchase-money, as in such Receipt and Receipts respectively shall be acknowledged and expressed to be received; and that after such Receipt or Receipts, the said Purchaser and Purchasers, their Heirs, Executors, Administrators and Assigns respectively, shall be, and are hereby absolutely acquitted, exonerated and discharged of and from the same: And he, they, or any of them, after such Receipt or Receipts, shall not be answerable or accountable for any Loss, Misapplication or Non-application of the said Purchase-money, or any Part thereof.

And it is hereby further Enacted, by the Authority aforesaid, That the said Manors of *Brent Broughton*, *Goux Hill* otherwise *Gous Hill*, *Great Coates*, and *Helingsfee*, in the County of *Lincoln*, and the Advowsons of the Churches of *Brent Broughton*, and *Great Coates*, and all and every the Messuages, Farms, Lands, Tithes, Hereditaments and Premises, situate, lying and being, and arising in the several Towns, Parishes, Fields, Precincts or Territories of *Brent Broughton*, *Dale Thornton*, *Thornton*, *Curtis Halton*, *East Halton*, *Ulceby*, *Killingholme*, *Auber*, *Bassingthorpe*, *Skellingthorpe*, *Edlington*, *Thimbleby* alias *Thymelby*, *Poleham* alias *Poolham*, *Wigmore*, *Branden*, *Hough*, *Gavelston* alias *Gelston*, *Great Coates*, *Millholme*, *Little Coates*, *Great Grimsby* and *Thurly*, every or any of them, in the said County of *Lincoln*, and elsewhere in the said County of *Lincoln*, which are comprised in, and conveyed and settled by the several Indentures and Settlements herein before respectively recited, or any of them, with their and every of their Rights, Royalties, Members and Appurtenances, and the Reversion and Reversions, Remainder and Remainders thereof, shall, from and after the said First Day of *May* One thousand Seven hundred and Forty-four, be settled upon and vested in, and the same be hereby from thenceforth settled upon and vested in the said *Robert Sutton* and *Matthew Lamb*, their Heirs and Assigns, freed and discharged, and absolutely acquitted, exempted and exonerated of, from and against all and every the Uses, Estates, Trusts, Powers, Provisoes and Limitations, in and by the said Settlements and Indentures herein before respectively recited, limited, created, provided and declared, of and concerning the same.

And it is hereby Enacted and Declared, That the said *Robert Sutton*, and *Matthew Lamb*, and the Survivor of them, and the Heirs of such Survivor, shall stand seized of the said Manors, Lands, Tenements, Hereditaments and Premises, in the County of *Lincoln*, hereby vested in them as aforesaid; and also shall settle, convey and assure the Lands, Tenements and Hereditaments to be purchased, with the Surplus of the Money arising by Sale of the Premises, in the County of *Nottingham*, hereby vested in them to be sold as aforesaid, in case there shall be any such Surplus, to the several Uses, upon the Trusts, and to and for the Ends, Intents and Purposes, and subject to the Powers, Provisoes and Limitations herein after limited, created, provided and declared, of and concerning the same; that is to say, To the Use of the said Sir *Robert Sutton*, and his Assigns during his Life, without Impeachment of or for any manner of Waste; and immediately after the Determination of that Estate, to the Use of the said *Robert Sutton*, and *Matthew Lamb*, and their Heirs, during the Life of the said Sir *Robert Sutton*, in Trust, to support and preserve the contingent Uses and Estates herein

herein after limited from being defeated or destroyed ; and for that Purpose to make Entries, and bring Actions, as Occasion shall require ; yet nevertheless to permit and suffer the Rents, Issues and Profits of the same Premises to be received by the said *Robert Sutton*, and his Assigns, during his Life : And immediately after the Decease of the said Sir *Robert Sutton*, Then as to, for and concerning the said Manors of *Broughton*, and *Goux Hill*, in the County of *Lincoln* ; and all and every the Messuages, Farms, Lands, Tenements, Hereditaments and Premises, which in and by the said recited Indenture Tripartite of the Fifth Day of *December* One thousand Seven hundred and Twenty-four, were limited to the Use of the said *Judith Countess of Sunderland*, for her Life, for her Jointure, with their and every of their Rights, Royalties, Members and Appurtenances, To the Use of the said *Judith Countess of Sunderland*, and her Assigns, for her Life, in Confirmation of her Jointure ; and as to, for and concerning all and every the Manors, Lands, Tenements, Hereditaments and Premises, in the County of *Lincoln*, so vested in them the said *Robert Sutton*, and *Matthew Lamb*, by this Act ; and also the Lands, Tenements and Hereditaments hereby directed to be purchased with such Surplus as aforesaid immediately after the Determination of the several Uses and Estates herein before limited and directed to be limited thereof as aforesaid, and as the same Uses and Estates shall respectively end and determine, to the Use of the said *Charles* now Duke of *Marlborough*, *John Lord Delawarr*, and Sir *John Stanley*, their Executors Administrators and Assigns, for and during the Term of One thousand Years from thence next ensuing, and fully to be complete and ended, without Impeachment of Waste, upon the Trusts, and to and for the Ends, Intents and Purposes and subject to the Provisoos and Declarations herein after-mentioned, expressed and declared of and concerning the same Term ; and immediately after the End, Expiration, or other sooner Determination of the said Term of One thousand Years to the Use of the said *John Sutton*, the eldest surviving Son of the said Sir *Robert Sutton*, for his Life, without Impeachment of Waste ; and from and after the Determination of that Estate, to the Use of the said *Robert Sutton*, and *Matthew Lamb*, and their Heirs, during the Life of the said *John Sutton*, in Trust, by the Ways and Means before-mentioned, to support and preserve the contingent Uses and Estates herein after limited from being defeated or destroyed ; yet nevertheless to permit and suffer the said *John Sutton*, and his Assigns, to receive and take the Rents, Issues and Profits of the same Premises during his Life ; and from and after the Decease of the said *John Sutton*, to the Use of the First, Second, Third, and all and every other Son of the Body of the said *John Sutton* lawfully to be begotten, severally, successively, and in Remainder, one after another, in Order and Course as they respectively shall be in Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of such Son and Sons lawfully issuing ; every elder of such Sons, and the Heirs Male of his Body, being always preferred and to take before a younger of them, and the Heirs Male of his Body ; and in Default of such Issue, to the Use of *Richard Sutton*, youngest surviving Son of the said Sir *Robert Sutton*, for his Life, without Impeachment of Waste ; and from and after the Determination of that Estate, to the Use of the said *Robert Sutton*, and *Matthew Lamb*, and their Heirs, during the Life of the said *Richard Sutton*, in Trust, by the Ways and Means before-mentioned, to support and preserve the contingent Remainders ; yet nevertheless to permit and suffer the said *Richard Sutton*, and his Assigns, to receive and take the Rents, Issues and Profits of the same Premises, during his Life ; and immediately after the Decease of the said *Richard Sutton*, to the Use of the First, Second, Third, and every other Son of the Body of the said *Richard Sutton* lawfully to be begotten, severally, successively, and in Remainder, one after another, in Order and Course as they shall respectively be in Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, the elder of such Sons, and the Heirs Male of his Body, being always preferred and

take before a younger of them, and the Heirs Male of his Body; and in Default of such Issue, to the Use of the Third, Fourth, Fifth, and all and every other Son of the Body of the said Sir Robert Sutton lawfully to be begotten, and after to be born, severally, successively, and in Remainder, one after another, in Order and Course as they respectively shall be in Priority of Birth; and the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, every elder of such Sons, and the Heirs Male of his Body, being always preferred and to take before a younger of them, and the Heirs Male of his Body; and in Default of such Issue, to the Use of the said Robert Sutton, eldest Son of the said Richard Sutton, deceased, Brother of the said Sir Robert Sutton, and his Assigns, during his Life, without Impeachment of Waste; and from and after the Determination of that Estate, to the Use of the said Robert Sutton, and Matthew Lamb, and their Heirs, during the Life of the same Robert Sutton, in Trust, by the Ways and Means before-mentioned, to preserve the contingent Remainders; yet nevertheless to permit and suffer the said Robert Sutton, and his Assigns, to receive and take the Rents, Issues and Profits of the same Premises during his Life; and after the Decease of the said Robert Sutton, to the Use of the First, Second, Third, and all and every other the Son and Sons of the Body of the same Robert Sutton lawfully begotten or to be begotten, severally, successively, and in Remainder, one after another, in Order and Course as they respectively shall be in Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, every elder of such Sons, and the Heirs Male of his Body, being always preferred and to take before a younger of them, and the Heirs Male of his Body; and in Default of such Issue, to the Use of the said Richard Sutton, youngest Son of the said Richard Sutton, deceased, and his Assigns, for his Life, without Impeachment of Waste; and from and after the Determination of that Estate, to the Use of the said Robert Sutton, and Matthew Lamb, and their Heirs, during the Life of the same Richard Sutton, in Trust, by the Ways and Means before-mentioned, to support and preserve the contingent Remainders and Estates herein after-limited from being defeated or destroyed; yet nevertheless to permit and suffer the same Richard Sutton, and his Assigns, to receive and take the Rents, Issues and Profits of the same Premises, during his Life; and from and immediately after the Decease of the same Richard Sutton, to the Use of the First, Second, Third, and all and every other Son of his Body lawfully to be begotten, severally, successively, and in Remainder, one after another, in Order and Course as they respectively shall be in Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, every elder of such Sons, and the Heirs Male of his Body, being always preferred, and to take before a younger of them, and the Heirs Male of his Body; and in Default of such Issue, to the Use of the said Sir Robert Sutton, and his Heirs.

And it is hereby Enacted and Declared, That the Manors, Messuages, Lands, Tenements, Hereditaments and Premises herein before limited to the said Charles Duke of Marlborough, John Lord Delawarr and Sir John Stanley, their Executors, Administrators and Assigns, for the said Term of One thousand Years, as aforesaid, are and were so limited to them, upon the Trusts, and to and for the Ends, Intents and Purposes, and subject to the Provisoes and Declarations herein after-mentioned, expressed and declared; that is to say, upon Trust, that they the said Charles Duke of Marlborough, John Lord Delawarr, and Sir John Stanley, their Executors, Administrators and Assigns, shall and do, after the Decease of the said Sir Robert Sutton, but subject nevertheless, and without Prejudice to the Jointure Estate of the said Judith Countess of Sunderland, by Sale or Mortgage of the Premises comprised in the said Term of One thousand Years, or any Part thereof, for all or any Part of the said Term, or by or out of the Rents and Profits thereof in the mean time until such Sale or Mortgage can be made, or by all or any the

Ways and Means before-mentioned, raise and levy the Sum of Eight thousand Pounds for the Portion of the said *Isabella Sutton*, the only Daughter of the said *Sir Robert Sutton*; and the Sum of Six thousand Pounds for the Portion of the said *Richard Sutton*, the youngest Son of the said *Sir Robert Sutton*; and also the Sum of Six thousand Pounds apiece for the Portion or Portions of all other the Child and Children of the said *Sir Robert Sutton*, on the Body of the said *Judith Countess of Sunderland* begotten or to be begotten, and hereafter to be born, other than such as shall be eldest or only Son of the said *Sir Robert Sutton* for the Time being, the Portion of the said *Richard Sutton*, and such other after-born Child and Children of the said *Sir Robert Sutton* as shall be a Son or Sons, to be paid to him and them at his and their respective Age or Ages of Twenty-one Years; and the Portion of the said *Isabella Sutton*, and such other after-born Child and Children of the said *Sir Robert Sutton*, as shall be a Daughter or Daughters, to be paid to her and them at her and their respective Age and Ages of Eighteen Years, or Day or Days of her and their respective Marriages, which shall first happen.

Provided always, That if any of the said Sons shall attain the Age of Twenty-one Years, or any of the said Daughters shall attain the Age of Eighteen Years, or be married in the Life-time of the said *Sir Robert Sutton*, then the Portion and Portions of such Son and Sons, Daughter and Daughters respectively, shall be paid to him, her and them respectively at the End of Three Calendar Months after the Death of the said *Sir Robert Sutton*, and not sooner, unless the said *Sir Robert Sutton* shall direct the said Portions, or any of them, to be raised and paid in his Life-time, which it is hereby enacted and declared that it shall and may be lawful for him to direct and appoint accordingly, so as the same be no Prejudice to the Jointure Estate of the said *Judith Countess of Sunderland*; and also upon Trust, that they the said *Charles Duke of Marlborough*, *John Lord Delawarr*, and *Sir John Stanley*, their Executors, Administrators and Assigns, shall and do, after the Death of the said *Sir Robert Sutton*, by and out of the Rents and Profits of the Premises comprised in the said Term of One thousand Years, raise, levy and pay such yearly Sum and Sums of Money, for the Maintenance and Education of the Child and Children of the said *Sir Robert Sutton* by the said *Judith Countess of Sunderland*, intitled to Portions under the Trusts of the said Term of One thousand Years hereby limited, until their said Portions shall become payable respectively, as they the said Trustees shall in their Discretion think fitting and reasonable, and so as the same do not exceed the Interest of their respective Portions after the Rate of Four Pounds for every One hundred Pounds for a Year, and so as the same be no Prejudice to the Jointure Estate of the said *Judith Countess of Sunderland*.

Provided always, and it is hereby further Enacted and Declared, That in case any of the Children of the said *Sir Robert Sutton*, intitled to Portions under the Trusts of the said Term of One thousand Years, shall happen to die, or become an eldest or only Son, before his, her or their Portion or Portions shall become payable by virtue hereof, then the Portion and Portions of him, her and them so dying, or becoming an eldest or only Son, shall cease and determine, and not be raised at all.

Provided also, and it is hereby further Enacted and Declared, That they the said *Charles Duke of Marlborough*, *John Lord Delawarr*, and *Sir John Stanley*, their Executors, Administrators and Assigns, shall and do permit and suffer the Rents, Issues and Profits of the Premises comprised in the said Term of One thousand Years (subject to the Payment of the said yearly Sums for Maintenance as aforesaid) to be had, received and taken by the Person or Persons who shall for the Time being be intitled to the Reversion or Remainder of the same Premises expectant on the Determination of the said Term, until some or one of the Portions hereby directed to be raised shall become payable.

Provided also, and it is hereby further Enacted and Declared, That when and as all the Portions and Maintenance herein before provided and directed

be raised, by and under the Trusts of the said Term of One thousand Years, shall have been raised and paid, or shall cease to become payable; and all and every the Trusts herein before declared, of and concerning the same Term, shall have been executed and performed, or shall become unnecessary; and the Costs and Charges of the said *Charles Duke of Marlborough*, *John Lord Delawarr*, and *Sir John Stanley*, their Executors, Administrators and Assigns, in and about the Execution and Performance of the Trusts of the said Term, shall have been paid and satisfied; then and from thenceforth the said Term of One thousand Years shall cease, determine, and be absolutely void.

And it is hereby further Enacted and Declared, by the Authority aforesaid, That it shall and may be lawful to and for the said *Sir Robert Sutton*, *John Sutton* and *Richard Sutton* his Sons, *Robert Sutton* and *Richard Sutton* Sons of the said *Richard Sutton* deceased, when and as they respectively shall be in Possession of the Premises hereby limited to them for Life respectively, by Indenture or Indentures under their respective Hands and Seals, to demise, lease, and grant all or any of the said Manors, Lands and Hereditaments, whereof they shall be so in Possession aforesaid, unto any Person or Persons, for any Term or Number of Years, not exceeding Twenty-one Years, to take Effect in Possession and not in Reversion, so upon every such Demise, Lease, or Grant so to be made as aforesaid, there be reserved and made payable, during the Continuance thereof, the best and most improved yearly Rent or Rents that they respectively can get for the same, without taking any Fine, Premium, or Fore-gift; and so as in each of the said Leases there be contained a Condition of Re-entry, for Nonpayment of the Rent or Rents thereby respectively to be reserved; and so as no Clause be contained in any of the said Leases, giving Power to any Lessee to commit Waste, or exempting him, her or them, from Punishment for committing the same; and so as the respective Lessees execute Counterparts of all such Leases.

Provided also, That it shall and may be lawful to and for the said *John Sutton*, and *Richard Sutton*, the Sons of the said *Sir Robert Sutton*, when and as they shall respectively be in Possession of the Manors, Lands, Tenements and Hereditaments herein before limited to them for their respective Lives as aforesaid, by any Deed or Deeds, Writing or Writings, to be by them respectively sealed and delivered in the presence of Two or more credible Witnesses, to grant, assign, limit or appoint all or any of the said Manors, Lands, Tenements and Hereditaments, whereof they shall be in Possession as aforesaid, unto, upon or to the Use of any Woman or Women that they shall respectively marry, for the Life or Lives of such Woman or Women for her or their Jointure or Jointures, and in lieu of Dower, so as there be no Prejudice to the raising the Portions and Maintenance hereby provided and secured by and under the Trusts herein before declared of the Term of One thousand Years.

Provided also, That the several Trustees herein before respectively named for the several and respective Purposes herein before-mentioned, shall not, nor shall any of them, or the Executors or Administrators of any of them, be answerable or accountable for any Money to be received by virtue of or under the Trusts hereby in them respectively reposed, any otherwise than each Person for such Sum and Sums of Money as he shall respectively actually receive; and that no one of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults of the other of them; and also that the said Trustees, their respective Executors and Administrators, shall and may, out of the Estate and Effects hereby vested in them for the Purposes aforesaid, retain to and reimburse themselves for all Costs, Charges, Damages, and Expences, that they respectively shall or may sustain or be put unto, in and about the Execution of the Trusts hereby in them respectively reposed.

Saving a ways to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, her and their Heirs, Successors, Executors and Administrators, (Other than except the said *Sir Robert Sutton*, and *Judith Countess of Sunderland*, his Wife; and

and the said *John Sutton* and *Richard Sutton*, Sons of the said *Sir Robert Sutton* and the said *Robert Sutton* and *Richard Sutton*, the Sons of the said *Richard Sutton* deceased; and the several Sons of the said *John Sutton*, *Richard Sutton*, *Robert Sutton*, and *Richard Sutton* herein last before-named; and the Heirs Male of the respective Bodies of such several Sons; and the right Heirs of the said *Sir Robert Sutton*, and the several Trustees named in the several Settlements herein before recited, neither for preserving the contingent Remainders, or raising Portions and Maintenance for any of the Children of the said *Sir Robert Sutton* by the said *Judith Countess of Sunderland*, their respective Heirs, Executors, Administrators and Assigns) All such Estate, Right, Title, Interest, Benefit, Property, Claim and Demand whatsoever, as they, every or any of them, had before the passing this Act, or could or might have held and enjoyed, in case this present Act had not been made.

And the said *John Sutton* and *Richard Sutton*, Sons of the said *Sir Robert Sutton* and the said *Robert Sutton* and *Richard Sutton*, the Sons of the said *Richard Sutton* deceased; and the several Sons of the said *John Sutton*, *Richard Sutton*, *Robert Sutton*, and *Richard Sutton* herein last before-named; and the Heirs Male of the respective Bodies of such several Sons; and the right Heirs of the said *Sir Robert Sutton*, and the several Trustees named in the several Settlements herein before recited, neither for preserving the contingent Remainders, or raising Portions and Maintenance for any of the Children of the said *Sir Robert Sutton* by the said *Judith Countess of Sunderland*, their respective Heirs, Executors, Administrators and Assigns) All such Estate, Right, Title, Interest, Benefit, Property, Claim and Demand whatsoever, as they, every or any of them, had before the passing this Act, or could or might have held and enjoyed, in case this present Act had not been made.

And the said *John Sutton* and *Richard Sutton*, Sons of the said *Sir Robert Sutton* and the said *Robert Sutton* and *Richard Sutton*, the Sons of the said *Richard Sutton* deceased; and the several Sons of the said *John Sutton*, *Richard Sutton*, *Robert Sutton*, and *Richard Sutton* herein last before-named; and the Heirs Male of the respective Bodies of such several Sons; and the right Heirs of the said *Sir Robert Sutton*, and the several Trustees named in the several Settlements herein before recited, neither for preserving the contingent Remainders, or raising Portions and Maintenance for any of the Children of the said *Sir Robert Sutton* by the said *Judith Countess of Sunderland*, their respective Heirs, Executors, Administrators and Assigns) All such Estate, Right, Title, Interest, Benefit, Property, Claim and Demand whatsoever, as they, every or any of them, had before the passing this Act, or could or might have held and enjoyed, in case this present Act had not been made.

And the said *John Sutton* and *Richard Sutton*, Sons of the said *Sir Robert Sutton* and the said *Robert Sutton* and *Richard Sutton*, the Sons of the said *Richard Sutton* deceased; and the several Sons of the said *John Sutton*, *Richard Sutton*, *Robert Sutton*, and *Richard Sutton* herein last before-named; and the Heirs Male of the respective Bodies of such several Sons; and the right Heirs of the said *Sir Robert Sutton*, and the several Trustees named in the several Settlements herein before recited, neither for preserving the contingent Remainders, or raising Portions and Maintenance for any of the Children of the said *Sir Robert Sutton* by the said *Judith Countess of Sunderland*, their respective Heirs, Executors, Administrators and Assigns) All such Estate, Right, Title, Interest, Benefit, Property, Claim and Demand whatsoever, as they, every or any of them, had before the passing this Act, or could or might have held and enjoyed, in case this present Act had not been made.

And the said *John Sutton* and *Richard Sutton*, Sons of the said *Sir Robert Sutton* and the said *Robert Sutton* and *Richard Sutton*, the Sons of the said *Richard Sutton* deceased; and the several Sons of the said *John Sutton*, *Richard Sutton*, *Robert Sutton*, and *Richard Sutton* herein last before-named; and the Heirs Male of the respective Bodies of such several Sons; and the right Heirs of the said *Sir Robert Sutton*, and the several Trustees named in the several Settlements herein before recited, neither for preserving the contingent Remainders, or raising Portions and Maintenance for any of the Children of the said *Sir Robert Sutton* by the said *Judith Countess of Sunderland*, their respective Heirs, Executors, Administrators and Assigns) All such Estate, Right, Title, Interest, Benefit, Property, Claim and Demand whatsoever, as they, every or any of them, had before the passing this Act, or could or might have held and enjoyed, in case this present Act had not been made.

Estate of Sir Robert Sutton, in the County of Nottingham, in Trusts, to be sold for discharging several Mortgages and Incumbrances, and for laying out the Surplus of the Money arising by such Sale in the Purchase of other Lands, to be settled together with his Estate in the County of Lincoln, to the Uses therein mentioned.

